

**LEMON GROVE SANITATION DISTRICT  
AGENDA ITEM SUMMARY**

**Item No.** 1.E  
**Mtg. Date** May 1, 2018  
**Dept.** Public Works

**Item Title:** Approve an Agreement with Michael Baker International to Provide Consulting Engineering Services for the 2018-2019 Sewer CIP Project.

**Staff Contact:** Mike James, Assistant City Manager/Public Works Director

**Recommendation:**

Adopt a resolution (**Attachment B**) awarding an agreement with Michael Baker International to provide consulting engineering services for the 2018-2019 Sewer CIP Project.

**Item Summary:**

In 2016, the Lemon Grove Sanitation District (District) contracted with Dexter Wilson Engineering, Inc. (DWE) to create a Sanitary Sewer Master Plan (Master Plan) study. The purpose of the Master Plan is to serve as a planning document to evaluate the capacity of the existing collection system, determine improvement needs under future build-out conditions, develop Capital Improvement Programs (CIP) for the short-term (5 years) and long-term (20 years) based on those needs and model future program needs while performing on-going inspection, maintenance, and video recording of the entire sewer collection system.

The final completed Master Plan, dated August 31, 2017, was presented to the District Board and approved on October 17, 2017. The Master Plan detailed to the District and its staff the sewer systems maintenance and repair needs. The Master Plan had identified the portion of the system, termed "Bakersfield East", which is located within the creek behind the residences fronting Ensenada Street as a portion of the system in need of immediate repair and possible relocation. The staff report (**Attachment A**) provides a conclusion to staff's recommendations.

**Fiscal Impact:**

\$341,000 is programmed in the Sanitation District Budget (16-7760).

**Environmental Review:**

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Not subject to review         | <input type="checkbox"/> Negative Declaration           |
| <input type="checkbox"/> Categorical Exemption, Section [       ] | <input type="checkbox"/> Mitigated Negative Declaration |

**Public Information:**

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> None                     | <input type="checkbox"/> Newsletter article   | <input type="checkbox"/> Notice to property owners within 300 ft. |
| <input type="checkbox"/> Notice published in local newspaper | <input type="checkbox"/> Neighborhood meeting |   |

**Attachments:**

A. Staff Report

B. Resolution and Exhibit

B-C. Agreement with Exhibit



## LEMON GROVE SANITATION DISTRICT STAFF REPORT

Item No. 1.E

Mtg. Date May 1, 2018

Item Title: **Approve an Agreement with Michael Baker International to Provide Engineering Consulting Services for the 2018-2019 Sewer CIP Project.**

Staff Contact: **Mike James, Assistant City Manager/Public Works Director**

### Discussion:

In 2016, the Lemon Grove Sanitation District (District) contracted with Dexter Wilson Engineering, Inc. (DWE) to create a Sanitary Sewer Master Plan (Master Plan) study. The final version of the Master Plan, dated August 31, 2017, was presented to the District Board and approved on October 17, 2017. Based on recommendations within the Master Plan, specifically the Executive Summary and Chapter 9, there was a need to upgrade the sewer line within the creek between the rear of properties located on Ensenada Street and the Little League fields, termed "Bakersfield East". The replacement of the sewer pipes may result in the alignment of the pipes being redirected out of the creek. On February 22, 2018, staff advertised the design project to its on-call consulting firms. On March 15, 2018, two proposals were submitted by Dudek and Michael Baker International (MBI). The selection committee reviewed the proposals and invited both firms back to present their design projects and take part in an interview. The District's selection committee would like to move forward in making the necessary repairs by contracting with MBI to provide engineering consulting services for the 2018-2019 sewer CIP project. MBI has the knowledge and experience in matters involving the District's wastewater systems and has already demonstrated a good working relationship with District staff.

At the request of staff, MBI submitted a scope of work and fee schedule on March 15, 2018 **(Attachment C)** to review data provided by staff and prepare recommendations for the repair and/or replacement of those segments of pipeline determined to be in need of corrective action.

MBI has offices locally and throughout southern California. MBI has worked for many cities within San Diego County performing similar work and currently is on the City's as needed consultant list. Staff has reviewed and accepted both the scope of work and fee schedule. MBI is prepared to begin work as soon as the project is awarded by the District Board. The bullet points listed below outline key elements of the scope that staff felt important to highlight.

1. Scope of Services: The scope of services provided within the proposal will include: providing area research including determination of jurisdictional boundaries and a record of survey; environmental permitting, and mitigation measures; providing the District with construction documents such as improvement plans, studies, erosion control plans, revegetation plans and specifications; provide bid and construction support services; a reimbursable budget for as-built research, postage, deliveries, and other miscellaneous expenses.
2. Duration: As this pipe segment is within an environmentally sensitive area, the research, permitting, and design will take approximately 12 months to complete from contract acceptance.
3. Project Cost: The total cost will not exceed \$341,000, which includes the project cost estimate of \$296,488 and a contingency of 15 percent for any unforeseen issues.

# Attachment A

## Conclusion:

That the District Board adopts a resolution (**Attachment B**) approving an agreement with Michael Baker International to provide consulting engineering services for the 2018-2019 Sewer CIP Project.



# Attachment B

## RESOLUTION NO. 2018 -

### RESOLUTION OF THE LEMON GROVE SANITATION DISTRICT AWARDING THE DESIGN CONTRACT FOR THE FISCAL YEAR 2018-2019 SEWER CIP PROJECT

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**WHEREAS**, in 2016, the District contracted with Dexter Wilson Engineering, Inc. to create a Sanitary Sewer Master Plan (Master Plan) study, and

**WHEREAS**, the final draft of the Master Plan, dated August 31, 2017 was presented to the District Board and approved on October 17, 2017; and

**WHEREAS**, the Master Plan identified the "Bakersfield East" segment as a segment in need of repair and/or replacement due to condition; and

**WHEREAS**, in order to complete this evaluation in an economically efficient process, the expertise of a consulting firm that possesses the knowledge, skills and abilities to provide consulting engineering services for the repair and replacement of sewer pipes will be needed; and

**WHEREAS**, Michael Baker International was identified by District staff as a consulting firm that has a positive work experience in performing similar consulting engineering services and has a good working relationship with District staff; and

**WHEREAS**, after evaluating the proposal, District staff determined that Michael Baker International has the professional experience and competency to successfully provide consulting engineering services for the 2018-2019 Sewer CIP Project.

**NOW, THEREFORE, BE IT RESOLVED** that the District Board of the Lemon Grove Sanitation District hereby:

1. Awards the design contract for Fiscal Year 2018-2019 Sewer CIP Project to Michael Baker International; and
2. Sets the project design budget in an amount not to exceed \$341,000; and
3. Authorizes the District Manager or her designee to execute and manage said contract.

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**AGREEMENT  
BY AND BETWEEN  
THE LEMON GROVE SANITATION DISTRICT  
AND  
MICHAEL BAKER INTERNATIONAL;**

THIS AGREEMENT is approved and effective upon the date of the last signature, by and between the LEMON GROVE SANITATION DISTRICT, a municipal corporation (the "DISTRICT"), and Michael Baker International, an engineering and consulting firm (the "CONTRACTOR").

**RECITALS**

WHEREAS, the DISTRICT desires to employ a CONTRACTOR to provide Engineering Design Services for the 2018-2019 Sewer CIP Design Project (Contract # 2018-15).

WHEREAS, the DISTRICT has determined that the CONTRACTOR is a consulting engineering firm and is qualified by experience and ability to perform the services desired by the DISTRICT, and the CONTRACTOR is willing to perform such services.

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~~NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE~~  
AS FOLLOWS:

1. **ENGAGEMENT OF CONTRACTOR.** The DISTRICT hereby agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform the services hereinafter set forth in accordance with all terms and conditions contained herein.

The CONTRACTOR represents that all services required hereunder will be performed directly by the CONTRACTOR or under direct supervision of the CONTRACTOR.

2. **SCOPE OF SERVICES.** The CONTRACTOR will perform services as set forth on pages 12-15 of Exhibit "A" (Attached).

The CONTRACTOR shall be responsible for all research and reviews related to the work and shall not rely on personnel of the DISTRICT for such services, except as authorized in advance by the DISTRICT.

The DISTRICT may unilaterally, or upon request from the CONTRACTOR, from time to time reduce or increase the Scope of Services to be performed by the CONTRACTOR under this Agreement. Upon doing so, the DISTRICT and the CONTRACTOR agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change

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in services, not to exceed the total amount of Fifteen Thousand Dollars (\$15,000) and extend time for completion by more than a total of fifteen (15) days.

**3. PROJECT COORDINATION AND SUPERVISION.**

Jeremiah Harrington hereby is designated as the Project Coordinator for the DISTRICT and will monitor the progress and execution of this Agreement. The CONTRACTOR shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONTRACTOR. \_\_\_\_\_ thereby is designated as the Project Director for the CONTRACTOR.

**4. COMPENSATION AND PAYMENT.** The compensation for the CONTRACTOR shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described on page 16 of Exhibit "A" shall not exceed two hundred ninety-nine thousand one hundred fifty-eight dollars (\$296,488.00) (the Base amount) without prior written authorization from the DISTRICT Engineer. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A" as determined by and in the sole discretion of the DISTRICT.

The CONTRACTOR shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the DISTRICT and for furnishing of copies to the DISTRICT, if requested.

**5. LENGTH OF AGREEMENT.** This agreement will last twenty (20) months from the approved and executed date or until all work has been completed by the CONTRACTOR and accept by the DISTRICT, which even occurs first.

**6. DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONTRACTOR for this Project, whether paper or electronic, shall become the property of the DISTRICT for use with respect to this Project, and shall be turned over to the DISTRICT upon completion of the Project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONTRACTOR hereby assigns to the DISTRICT and CONTRACTOR thereby expressly waives and disclaims, any copyright in, and the right to reproduce, all written material, drawings, plans, specifications or other work prepared under this agreement, except upon the DISTRICT's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONTRACTOR shall, upon request of the DISTRICT, execute any further document(s) necessary to further effectuate this waiver and disclaimer.



The CONTRACTOR agrees that the DISTRICT may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium or method utilize the CONTRACTOR's written work product for the DISTRICT's purposes, and the CONTRACTOR expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the DISTRICT of documents, drawings or specifications prepared by the CONTRACTOR shall relieve the CONTRACTOR from liability under Section 14 but only with respect to the effect of the modification or reuse by the DISTRICT, or for any liability to the DISTRICT should the documents be used by the DISTRICT for some project other than what was expressly agreed upon within the Scope of this project, unless otherwise mutually agreed.

7. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners or joint ventures with one another. Neither the CONTRACTOR nor the CONTRACTOR'S employees are employees of the DISTRICT and are not entitled to any of the rights, benefits, or privileges of the DISTRICT's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONTRACTOR and the CONTRACTOR's employees, and it is recognized by the parties that a substantial inducement to the DISTRICT for entering into this Agreement was, and is, the professional reputation and competence of the CONTRACTOR and its employees. Neither this Agreement nor any interest herein may be assigned by the CONTRACTOR without the prior written consent of the DISTRICT. Nothing herein contained is intended to prevent the CONTRACTOR from employing or hiring as many employees, or subcontractors, as the CONTRACTOR may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONTRACTOR with its subcontractor(s) shall require the subcontractor to adhere to the applicable terms of this Agreement.

8. **CONTROL.** Neither the DISTRICT nor its officers, agents or employees shall have any control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees except as herein set forth, and the CONTRACTOR expressly agrees not to represent that the CONTRACTOR or the CONTRACTOR's agents, servants, or employees are in any manner agents, servants or employees of the DISTRICT, it being understood that the CONTRACTOR, its agents, servants, and employees are as to the DISTRICT wholly independent contractors and that the CONTRACTOR's obligations to the DISTRICT are solely such as are prescribed by this Agreement.

9. **COMPLIANCE WITH APPLICABLE LAW.** The CONTRACTOR, in the performance of the services to be provided herein, shall comply with all applicable State and Federal statutes and regulations, and all applicable ordinances, rules and

regulations of the LEMON GROVE SANITATION DISTRICT, whether now in force or subsequently enacted. The CONTRACTOR, and each of its subcontractors, shall obtain and maintain a current CITY OF LEMON GROVE business license prior to and during performance of any work pursuant to this Agreement.

10. **LICENSES, PERMITS, ETC.** The CONTRACTOR represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONTRACTOR represents and covenants that the CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONTRACTOR to practice its profession.

11. **STANDARD OF CARE.**

A. The CONTRACTOR, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONTRACTOR'S trade or profession currently practicing under similar conditions and in similar locations. The CONTRACTOR shall take all special precautions necessary to protect the CONTRACTOR's employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this agreement, the CONTRACTOR warrants to the DISTRICT that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONTRACTOR's professional performance or the furnishing of materials or services relating thereto.

C. The CONTRACTOR is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONTRACTOR has been retained to perform, within the time requirements of the DISTRICT, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONTRACTOR has notified the DISTRICT otherwise, the CONTRACTOR warrants that all products, materials, processes or treatments identified in the project documents prepared for the DISTRICT are reasonably commercially available. Any failure by the CONTRACTOR to use due diligence under this sub-paragraph will render the CONTRACTOR liable to the DISTRICT for any increased costs that result from the DISTRICT's later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

12. **NON-DISCRIMINATION PROVISIONS.** The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONTRACTOR will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising,

layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the DISTRICT setting forth the provisions of this non-discrimination clause.

13. **CONFIDENTIAL INFORMATION.** The DISTRICT may from time to time communicate to the CONTRACTOR certain confidential information to enable the CONTRACTOR to effectively perform the services to be provided herein. The CONTRACTOR shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the DISTRICT. The CONTRACTOR shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 13, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONTRACTOR, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONTRACTOR without any obligation of confidentiality; (iv) has been or is hereafter rightfully disclosed to the CONTRACTOR by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party; or (v) is disclosed according to law or court order.

The CONTRACTOR shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the DISTRICT. In its performance hereunder, the CONTRACTOR shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONTRACTOR shall be liable to the DISTRICT for any damages caused by breach of this condition, pursuant to the provisions of Section 14.

14. **INDEMNIFICATION AND HOLD HARMLESS.** The CONTRACTOR shall indemnify, defend, and hold harmless the DISTRICT, and its officers, officials, agents and employees from any and all claims, demands, costs or liability that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, agents, and subcontractors in the performance of services under this Agreement. CONTRACTOR's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the DISTRICT or its elected officials, officers, agents, and employees. CONTRACTOR's indemnification obligations shall not be limited by the insurance provisions of this Agreement. The DISTRICT AND CONTRACTOR expressly agree that any payment, attorney's fees, costs or expense the DISTRICT incurs or makes to or on behalf of an injured employee under the DISTRICT 's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.



15. **WORKERS' COMPENSATION.** The CONTRACTOR shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Government Code and all amendments thereto; and all similar state or Federal acts or laws applicable; and shall indemnify, and hold harmless the DISTRICT and its officers, and employees from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the DISTRICT or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONTRACTOR under this Agreement.

16. **INSURANCE.** The CONTRACTOR, at its sole cost and expense, shall purchase and maintain, and shall require its subcontractors, when applicable, to purchase and maintain throughout the term of this agreement, the following insurance policies:

☒ A. If checked, Professional Liability Insurance (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. Automobile insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include non-owned vehicles.

C. Comprehensive general liability insurance, with minimum limits of \$1,000,000 combined single limit per occurrence, covering all bodily injury and property damage arising out of its operation under this Agreement.

D. Workers' compensation insurance covering all of CONTRACTOR's employees.

E. The aforesaid policies shall constitute primary insurance as to the DISTRICT, its officers, employees, and volunteers, so that any other policies held by the DISTRICT shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the DISTRICT of cancellation or material change.

F. Said policies, except for the professional liability and worker's compensation policies, shall name the DISTRICT and its officers, agents and employees as additional insured.

G. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONTRACTOR shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement.

H. Any aggregate insurance limits must apply solely to this Agreement.

I. Insurance shall be written with only California admitted companies which hold a current policy holder's alphabetic and financial size category rating of not less than A VIII according to the current Best's Key Rating Guide, or a company equal financial stability that is approved by the DISTRICT.

J. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with

and approved by the DISTRICT. If the CONTRACTOR does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the DISTRICT may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

17. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all reasonable costs and expenses of suit, including reasonable attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the DISTRICT shall, in addition, be limited to the amount of attorney's fees incurred by the DISTRICT in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

18. **MEDIATION/ARBITRATION.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mutual negotiation between the principles, and failing that through nonbinding mediation in San Diego, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA"). The costs of mediation shall be borne equally by the parties.

19. **TERMINATION.** A. This Agreement may be terminated with or without cause by the DISTRICT. Termination without cause shall be effective only upon 30-day's written notice to the CONTRACTOR. During said 30-day period the CONTRACTOR shall perform all services in accordance with this Agreement. The Contractor may terminate this agreement upon thirty (30) days prior notice in the event of a continuing and material breach by the DISTRICT of its obligations under this Agreement including but not limited to payment of invoices.

B. This Agreement may also be terminated immediately by the DISTRICT for cause in the event of a material breach of this Agreement that is not cured to the DISTRICT's satisfaction within a ten (10) day prior cure period, or material misrepresentation by the CONTRACTOR in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the DISTRICT.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONTRACTOR as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONTRACTOR, whether paper or electronic, shall immediately become the property of and be delivered to the DISTRICT, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such

documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the DISTRICT by the CONTRACTOR's breach, if any. Thereafter, ownership of said written material shall vest in the DISTRICT all rights set forth in Section 6.

E. The DISTRICT further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONTRACTOR; (2) a reorganization of the CONTRACTOR for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONTRACTOR.

20. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To the DISTRICT: Lydia Romero, District Manager  
Lemon Grove Sanitation District  
3232 Main Street  
Lemon Grove, CA 91945-1701

To the CONTRACTOR: Carlos Mendoza  
Michael Baker International  
9755 Clairemont Mesa Boulevard  
San Diego, CA 92124-1333

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

21. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.** During the term of this Agreement, the CONTRACTOR shall not



perform services of any kind for any person or entity whose interests conflict in any way with those of the LEMON GROVE SANITATION DISTRICT. The CONTRACTOR also agrees not to specify any product, treatment, process or material for the project in which the CONTRACTOR has a material financial interest, either direct or indirect, without first notifying the DISTRICT of that fact. The CONTRACTOR shall at all times comply with the terms of the Political Reform Act and the Lemon Grove Conflict of Interest Code. The CONTRACTOR shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the DISTRICT in which the CONTRACTOR has a financial interest as defined in Government Code Section 87103. The CONTRACTOR represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the DISTRICT.

☐ If checked, the CONTRACTOR shall comply with all of the reporting requirements of the Political Reform Act and the LEMON GROVE SANITATION DISTRICT Conflict of Interest Code. Specifically, the CONTRACTOR shall:

1. Go to [www.fppc.ca.gov](http://www.fppc.ca.gov)
2. Download the Form 700: Statement of Economic Interests
3. Completely fill out the form
4. Submit the form to the Public Works Department with the signed contracts.

The CONTRACTOR shall be strictly liable to the DISTRICT for all damages, costs or expenses the DISTRICT may suffer by virtue of any violation of this Paragraph 21 by the CONTRACTOR.

**22. MISCELLANEOUS PROVISIONS.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

J. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

K. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

# Attachment CB—Exhibit 1

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

**LEMON GROVE SANITATION DISTRICT**

By: \_\_\_\_\_  
Lydia Romero  
\_\_\_\_\_  
District Manager  
(Title)  
\_\_\_\_\_  
(Date)

**MICHAEL BAKER INTERNATIONAL**

*(Corporation – signatures of two corporate officers)  
(Partnership – one signature)  
(Sole proprietorship – one signature)*

By: \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)  
  
\_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
James Lough  
\_\_\_\_\_  
District Attorney  
(Title)  
\_\_\_\_\_  
(Date)

By: \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

## Exhibit 'A'

2018/2019 Sewer Replacement and  
Maintenance Project

Contract No. 2018-15

### SCOPE OF WORK

If selected by the Lemon Grove Sanitation District (District), the Consultant shall at minimum perform the following tasks, defined further in the Detailed Scope of Work later in the text.

- Task 1.0 – Project Coordination
- Task 2.0 – Area Research and Field Surveying
- Task 3.0 – Environmental Analysis/Documentation/Permitting and Conceptual Engineering Design Concepts
- Task 4.0 – 60%, 90%, 100% PS&E
- Task 5.0 – Construction Bidding Phase
- Task 6.0 – Construction Phase
- Task 7.0 – Project Close-out

### DETAILED SCOPE OF WORK

The scope of work for the 2018/2019 Sewer Replacement and Maintenance Project will be divided into seven (7) tasks outlined as follows:

#### Task 1.0 Project Coordination

- 1.1 Attend a project "kick-off" meeting with the District staff to confirm the scope of work.
- 1.2 Provide the necessary project coordination, project administration, and project accounting duties to support the project Tasks
- 1.3 Prepare a Project Schedule by way of Gantt Chart. Provide an estimated completion of the project and include milestones.
- 1.4 Provide coordination in the development of design and construction schedules, plans, specifications, cost estimates, and bid documents with the Lemon Grove Sanitation District and attend up to one (1) kick-off meeting, (1) preliminary meeting, two (2) meetings to discuss environmental aspects and engineering conceptual design of the project, two (2) meetings with District staff and sub-consultants after 60% plan submittal, and one (1) close out meetings with District staff in order to complete the project.
- 1.5 Coordinate project design with San Diego Gas & Electric Company (SDG&E), AT&T, Cox Communications, Helix Water District (HWD), and other appropriate jurisdictions and/or agencies for preliminary approval and approvals of final construction documents.
- 1.6 Preparing and deliver necessary submittals and addressing submittal review comments, attending and preparing meeting minutes for meetings attended.
- 1.7 Participate in two (2) site walk-throughs with District staff, property owners, public utilities, environmental agencies, and/or representatives.

#### Task 2.0 Area Research and Field Surveying

- 2.1 Establish survey control, locate existing benchmarks, determine the limits of the existing public right-of-way, property lines and sewer easements within the project limits for design purposes. Set benchmarks as required to establish horizontal and vertical controls within the project limits. Construction staking will not be included as part of this project.
- 2.2 Prepare existing ground topography and design field surveys to locate facilities that will be impacted by the project.
- 2.3 Prepare base map and conceptual exhibit on a 'D' size sheet showing existing topography and right-of-way impacts within the project limits.
- 2.4 Establish environmental and jurisdictional boundaries and determine required permitting, necessary studies, and requirements to perform work within said boundaries.

2018/2019 Sewer Replacement and  
Maintenance Project

Contract No. 2018-15

- 2.5 Work with City staff and prepare easement plats and legal description exhibits of affected properties for future maintenance and access purposes. City will provide Title Reports.
- 2.6 File Record of Survey with County Surveyor's Office where property lines have not been established on recorded maps. Effort does not include filing and recording fees.

#### **Task 3.0 Environmental Analysis/Documentation/Permitting and Conceptual Engineering Design Concepts**

- 3.1 Perform geotechnical site investigation and provide the City with a Geotechnical Report which includes the following:
  - 3.1.1 Site geology, surface and subsurface soil classifications and conditions
  - 3.1.2 Recommendations for trenching and shoring
  - 3.1.3 Presence of groundwater or lack thereof
  - 3.1.4 Recommendations for bedding, trench backfill, and compaction efforts (lifts, relative compaction, inspection, etc.)
  - 3.1.5 Recommendations for excavating in environmentally sensitive areas
- 3.2 Provide for the District the following studies and reports detailing recommendations for the construction and design phases of this project:
  - 3.2.1 Geotechnical Report
  - 3.2.2 Environmental Impact Assessment
  - 3.2.3 Hydrology Study –Calculations anticipate approximately four basins, with normal depth channel and culvert sizing calculations for road crossings, plus a qualitative fluvial geomorphology discussion.
  - 3.2.4 Determination of whether a Water Pollution Control Plan (WPCP) is sufficient or if a Storm Water Pollution Prevention Plan (SWPPP) is required.
  - 3.2.5 Revegetation plan Biological Surveys
- 3.3 Provide the District with environmental and engineering recommendations for the process of replacing the sewer pipes.
- 3.4 Determine the viability and alternatives of removing the sewer pipes out of the earthen channel.
- 3.5 Conceptual Engineering Design
  - 3.5.1 Prepare 30% conceptual engineering exhibits showing sewer relocation or rehabilitation alternatives
  - 3.5.2 Prepare preliminary Engineer's Cost Estimates
- 3.6 Prepare a Draft Mitigated Negative Declaration (MND) for District and public review. Address all comments and issue Final MND.
  - 3.6.1 Draft for City review and revisions to the MND
  - 3.6.2 Issue MND for public review
  - 3.6.3 Address responses to comments from public review
  - 3.6.4 Final MND preparation
- 3.7 Obtain permits from the necessary agencies if necessary which may include but are not limited to:
  - 3.7.1 401, San Diego Regional Water Quality Control Board
  - 3.7.2 402, Army Corps of Engineers
  - 3.7.3 Streambed Alteration Agreement, California Department of Fish and Wildlife
- 3.8 Any additional environmental items deemed necessary to permit and construct the project

#### **Task 4.0 60%, 90%, 100% PS&E**

- 4.1 Prepare and process with the District Engineering Plans, Specifications and Estimates for review at the 60%, 90% and 100% plan stage. The construction documents shall be based on the exhibit, walk-throughs, and discussions with District staff, private landowners, utility agencies, and jurisdictional authorities. The construction documents shall be sufficiently

2 | Page



2018/2019 Sewer Replacement and  
Maintenance Project

Contract No. 2018-15

developed to provide enough information as to the extent and detail of the proposed improvements to be processed through the District. The construction document shall contain all elements necessary to be bid through public process using the latest applicable standards and implemented by the contractor. The construction drawings shall be at 1-inch equal to 20-feet (1" = 20') on 'D' size sheets. Included will be processing and addressing comments and corrections issued by District staff.

**4.2 Construction documents shall include, but not limited to:**

- 4.2.1 Demolition/abandonment plans for the existing sewer alignment.
- 4.2.2 Improvement Plans showing sewer pipeline removal and replacement, grading and improvements for the proposed access roads
- 4.2.3 Erosion Control Plans and Project SWPPP
- 4.2.4 Project Specifications
- 4.2.5 Prepare up to eight (8) sewer easement documents (plats and legal descriptions) for the relocated sewer line. City to provide Title Reports.
- 4.2.6 Retaining wall plans to be designed per standard drawings for structural design.
- 4.3 Meet with District staff when necessary to discuss comments or areas of concern.
- 4.4 Submit cost estimates for each respective submittal to the District.
- 4.5 Submit construction documents to other agencies as necessary for review and approvals.
- 4.6 Address comments that may arise from the District and utility agencies or other jurisdictions.

**Task 5.0 Construction Bidding Phase**

- 5.1 Attend one (1) pre-bid and one (1) pre-construction meeting.
- 5.2 Prepare contract addenda(um) as necessary to assure the contract plans and specifications cover any issues raised during the pre-bid meeting.

**Task 6.0 Construction Phase**

- 6.1 Respond to Requests for Information (RFI's) by District Staff either by site visit or other means of communication deemed acceptable by the District.
- 6.2 Perform up to three (3) periodic site visits to monitor the progress of construction and to resolve conflicts.
- 6.3 Attend meetings in the field to resolve design/construction inspection issues.
- 6.4 Assist District staff in reviewing, processing, and approving of Change Orders.

**Task 7.0 Project Close-Out**

- 7.1 Prepare as-built drawings based upon the Contractor's red line drawings. Modify the original District mylars to represent the as-built condition.
- 7.2 Prepare final construction project completion documentation as necessary for third party agencies.

**Task 8.0 Miscellaneous**

- 8.1 Miscellaneous services as may be requested and authorized by City staff.

**Assumptions and Exclusions**

- Work not specifically identified is generally excluded.
- The fee for this scope of work is based upon an assumption that adequate and accessible boundary monumentation exists from the record maps in the immediate project vicinity to control this boundary survey. If it is determined that adequate and accessible boundary monumentation does not exist then a contract amendment will be required.

2018/2019 Sewer Replacement and  
Maintenance Project

Contract No. 2018-15

- Owner shall provide a recent title report and all supporting documents including vesting deeds and all exception item documents for the site.
- Owner is responsible for all filing and recording fees for the Record of Survey. Estimated at \$600-700 depending on number of sheets.
- The schedule is developed based on successful negotiation with property owners based on our past experience. If condemnation becomes necessary, additional time will be needed in the schedule. Support for easements is limited to plats and legals for use by the City.
- Bid and construction support services are limited to the limit of effort included for these items, since they are controlled by the contractor, site conditions, and other factors outside of MBI control.

Lemon Grove Sanitation District  
2018/2019 Sewer Replacement and Maintenance Project Fees

MICHAEL BAKER INTERNATIONAL		Design				Survey				Environmental				Admin		Sub-Consultants				
		NO	NO	PH	SE, CADD, MET	Load Factor	Normal	Mapping (per sq)	Survey (per sq)	Biological	General	Staff	GIS	Admin	On-Site	Mapping	As-built	As-built	As-built	As-built
Task Subtask		\$250	\$220	\$190	\$180	\$100	\$100	\$200	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Task 1.0 Project Coordination																				
1.1 Kick-off Meeting	1	2	2	4																
1.2 Project Coordination, Administration, and Accounting	12	12	8																	
1.3 Project Schedule	18	18																		
1.4 Project Management (if additional)	2	2																		
1.5 Utility Coordination (if additional)	2	2																		
Customer Preparation (see Table 3 and 4) and Meeting (see Table 3 and 4)																				
1.6 1.1, 1.4, 1.5	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.7 Other Work (if any)																				
Subtotal Task 1.0	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
Subtask 1.0	540	11,700	4,600	2,200	50	500	50	50	50	50	50	50	50	50	50	50	50	50	50	50
Task 2.0 Site Assessment and Field Surveying																				
2.1 Survey Control and Benchmarks	2	2																		
2.2 Survey of Sewer (additional tasks)	2	2	4	8																
2.3 Survey of Sewer and Collection System	2	2	4	8																
2.4 Survey of Sewer and Collection System (if additional)	2	2	4	8																
2.5 Survey of Sewer and Collection System (if additional)	2	2	4	8																
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in services, not to exceed the total amount of Fifteen Thousand Dollars (\$15,000) and extend time for completion by more than a total of fifteen (15) days.

**3. PROJECT COORDINATION AND SUPERVISION.**

Jeremiah Harrington hereby are designated as the Project Coordinators for the DISTRICT and will monitor the progress and execution of this Agreement. The CONTRACTOR shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONTRACTOR. \_\_\_\_\_ thereby is designated as the Project Director for the CONTRACTOR.

**4. COMPENSATION AND PAYMENT.** The compensation for the CONTRACTOR shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described on page 16 of Exhibit "A" shall not exceed two hundred ninety-nine thousand one hundred fifty-eight dollars (\$296,488.00) (the Base amount) without prior written authorization from the DISTRICT Engineer. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A" as determined by and in the sole discretion of the DISTRICT.

The CONTRACTOR shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the DISTRICT and for furnishing of copies to the DISTRICT, if requested.

**5. LENGTH OF AGREEMENT.** This agreement will last twenty (20) months from the approved and executed date or until all work has been completed by the CONTRACTOR and accept by the DISTRICT, which even occurs first.

**6. DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONTRACTOR for this Project, whether paper or electronic, shall become the property of the DISTRICT for use with respect to this Project, and shall be turned over to the DISTRICT upon completion of the Project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONTRACTOR hereby assigns to the DISTRICT and CONTRACTOR thereby expressly waives and disclaims, any copyright in, and the right to reproduce, all written material, drawings, plans, specifications or other work prepared under this agreement, except upon the DISTRICT's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONTRACTOR shall, upon request of the DISTRICT, execute any further document(s) necessary to further effectuate this waiver and disclaimer.



The CONTRACTOR agrees that the DISTRICT may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium or method utilize the CONTRACTOR's written work product for the DISTRICT's purposes, and the CONTRACTOR expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the DISTRICT of documents, drawings or specifications prepared by the CONTRACTOR shall relieve the CONTRACTOR from liability under Section 14 but only with respect to the effect of the modification or reuse by the DISTRICT, or for any liability to the DISTRICT should the documents be used by the DISTRICT for some project other than what was expressly agreed upon within the Scope of this project, unless otherwise mutually agreed.

7. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners or joint ventures with one another. Neither the CONTRACTOR nor the CONTRACTOR'S employees are employees of the DISTRICT and are not entitled to any of the rights, benefits, or privileges of the DISTRICT's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

~~This Agreement contemplates the personal services of the CONTRACTOR and the CONTRACTOR's employees, and it is recognized by the parties that a substantial inducement to the DISTRICT for entering into this Agreement was, and is, the professional reputation and competence of the CONTRACTOR and its employees. Neither this Agreement nor any interest herein may be assigned by the CONTRACTOR without the prior written consent of the DISTRICT. Nothing herein contained is intended to prevent the CONTRACTOR from employing or hiring as many employees, or subcontractors, as the CONTRACTOR may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONTRACTOR with its subcontractor(s) shall require the subcontractor to adhere to the applicable terms of this Agreement.~~

8. **CONTROL.** Neither the DISTRICT nor its officers, agents or employees shall have any control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees except as herein set forth, and the CONTRACTOR expressly agrees not to represent that the CONTRACTOR or the CONTRACTOR's agents, servants, or employees are in any manner agents, servants or employees of the DISTRICT, it being understood that the CONTRACTOR, its agents, servants, and employees are as to the DISTRICT wholly independent contractors and that the CONTRACTOR's obligations to the DISTRICT are solely such as are prescribed by this Agreement.

9. **COMPLIANCE WITH APPLICABLE LAW.** The CONTRACTOR, in the performance of the services to be provided herein, shall comply with all applicable State and Federal statutes and regulations, and all applicable ordinances, rules and

regulations of the LEMON GROVE SANITATION DISTRICT, whether now in force or subsequently enacted. The CONTRACTOR, and each of its subcontractors, shall obtain and maintain a current CITY OF LEMON GROVE business license prior to and during performance of any work pursuant to this Agreement.

10. **LICENSES, PERMITS, ETC.** The CONTRACTOR represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONTRACTOR represents and covenants that the CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONTRACTOR to practice its profession.

11. **STANDARD OF CARE.**

A. The CONTRACTOR, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONTRACTOR'S trade or profession currently practicing under similar conditions and in similar locations. The CONTRACTOR shall take all special precautions necessary to protect the CONTRACTOR's employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this agreement, the CONTRACTOR warrants to the DISTRICT that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in ~~debarment, arbitration or litigation proceedings concerning the CONTRACTOR'S~~ professional performance or the furnishing of materials or services relating thereto.

C. The CONTRACTOR is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONTRACTOR has been retained to perform, within the time requirements of the DISTRICT, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONTRACTOR has notified the DISTRICT otherwise, the CONTRACTOR warrants that all products, materials, processes or treatments identified in the project documents prepared for the DISTRICT are reasonably commercially available. Any failure by the CONTRACTOR to use due diligence under this sub-paragraph will render the CONTRACTOR liable to the DISTRICT for any increased costs that result from the DISTRICT's later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

12. **NON-DISCRIMINATION PROVISIONS.** The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONTRACTOR will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising,

layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the DISTRICT setting forth the provisions of this non-discrimination clause.

13. **CONFIDENTIAL INFORMATION.** The DISTRICT may from time to time communicate to the CONTRACTOR certain confidential information to enable the CONTRACTOR to effectively perform the services to be provided herein. The CONTRACTOR shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the DISTRICT. The CONTRACTOR shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 13, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONTRACTOR, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONTRACTOR without any obligation of confidentiality; (iv) has been or is hereafter rightfully disclosed to the CONTRACTOR by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party; or (v) is disclosed according to law or court order.

The CONTRACTOR shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the DISTRICT. In its performance hereunder, the CONTRACTOR shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONTRACTOR shall be liable to the DISTRICT for any damages caused by breach of this condition, pursuant to the provisions of Section 14.

14. **INDEMNIFICATION AND HOLD HARMLESS.** The CONTRACTOR shall indemnify, defend, and hold harmless the DISTRICT, and its officers, officials, agents and employees from any and all claims, demands, costs or liability that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, agents, and subcontractors in the performance of services under this Agreement. CONTRACTOR's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the DISTRICT or its elected officials, officers, agents, and employees. CONTRACTOR's indemnification obligations shall not be limited by the insurance provisions of this Agreement. The DISTRICT AND CONTRACTOR expressly agree that any payment, attorney's fees, costs or expense the DISTRICT incurs or makes to or on behalf of an injured employee under the DISTRICT 's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.



15. **WORKERS' COMPENSATION.** The CONTRACTOR shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Government Code and all amendments thereto; and all similar state or Federal acts or laws applicable; and shall indemnify, and hold harmless the DISTRICT and its officers, and employees from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the DISTRICT or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONTRACTOR under this Agreement.

16. **INSURANCE.** The CONTRACTOR, at its sole cost and expense, shall purchase and maintain, and shall require its subcontractors, when applicable, to purchase and maintain throughout the term of this agreement, the following insurance policies:

☒ A. If checked, Professional Liability Insurance (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. Automobile insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include non-owned vehicles.

C. Comprehensive general liability insurance, with minimum limits of ~~\$1,000,000 combined single limit per occurrence, covering all bodily injury and property damage arising out of its operation under this Agreement.~~

D. Workers' compensation insurance covering all of CONTRACTOR's employees.

E. The aforesaid policies shall constitute primary insurance as to the DISTRICT, its officers, employees, and volunteers, so that any other policies held by the DISTRICT shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the DISTRICT of cancellation or material change.

F. Said policies, except for the professional liability and worker's compensation policies, shall name the DISTRICT and its officers, agents and employees as additional insured.

G. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONTRACTOR shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement.

H. Any aggregate insurance limits must apply solely to this Agreement.

I. Insurance shall be written with only California admitted companies which hold a current policy holder's alphabetic and financial size category rating of not less than A VIII according to the current Best's Key Rating Guide, or a company equal financial stability that is approved by the DISTRICT.

J. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with

and approved by the DISTRICT. If the CONTRACTOR does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the DISTRICT may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

17. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all reasonable costs and expenses of suit, including reasonable attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the DISTRICT shall, in addition, be limited to the amount of attorney's fees incurred by the DISTRICT in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

18. **MEDIATION/ARBITRATION.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mutual negotiation between the principles, and failing that through ~~nonbinding mediation in San Diego, California, in accordance with the Commercial~~ Mediation Rules of the American Arbitration Association (the "AAA"). The costs of mediation shall be borne equally by the parties.

19. **TERMINATION.** A. This Agreement may be terminated with or without cause by the DISTRICT. Termination without cause shall be effective only upon 30-day's written notice to the CONTRACTOR. During said 30-day period the CONTRACTOR shall perform all services in accordance with this Agreement. The Contractor may terminate this agreement upon thirty (30) days prior notice in the event of a continuing and material breach by the DISTRICT of its obligations under this Agreement including but not limited to payment of invoices.

B. This Agreement may also be terminated immediately by the DISTRICT for cause in the event of a material breach of this Agreement that is not cured to the DISTRICT's satisfaction within a ten (10) day prior cure period, or material misrepresentation by the CONTRACTOR in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the DISTRICT.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONTRACTOR as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONTRACTOR, whether paper or electronic, shall immediately become the property of and be delivered to the DISTRICT, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such

documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the DISTRICT by the CONTRACTOR's breach, if any. Thereafter, ownership of said written material shall vest in the DISTRICT all rights set forth in Section 6.

E. The DISTRICT further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONTRACTOR; (2) a reorganization of the CONTRACTOR for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONTRACTOR.

20. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To the DISTRICT: Lydia Romero, Executive Director  
Lemon Grove Sanitation District  
3232 Main Street  
Lemon Grove, CA 91945-1701

To the CONTRACTOR: Carlos Mendoza  
Michael Baker International  
9755 Clairemont Mesa Boulevard  
San Diego, CA 92124-1333

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

21. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.** During the term of this Agreement, the CONTRACTOR shall not



perform services of any kind for any person or entity whose interests conflict in any way with those of the LEMON GROVE SANITATION DISTRICT. The CONTRACTOR also agrees not to specify any product, treatment, process or material for the project in which the CONTRACTOR has a material financial interest, either direct or indirect, without first notifying the DISTRICT of that fact. The CONTRACTOR shall at all times comply with the terms of the Political Reform Act and the Lemon Grove Conflict of Interest Code. The CONTRACTOR shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the DISTRICT in which the CONTRACTOR has a financial interest as defined in Government Code Section 87103. The CONTRACTOR represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the DISTRICT.

☐ If checked, the CONTRACTOR shall comply with all of the reporting requirements of the Political Reform Act and the LEMON GROVE SANITATION DISTRICT Conflict of Interest Code. Specifically, the CONTRACTOR shall:

1. Go to [www.fppc.ca.gov](http://www.fppc.ca.gov)
2. Download the Form 700: Statement of Economic Interests
3. Completely fill out the form
4. Submit the form to the Public Works Department with the signed contracts.

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~~The CONTRACTOR shall be strictly liable to the DISTRICT for all damages, costs or expenses the DISTRICT may suffer by virtue of any violation of this Paragraph 21 by the CONTRACTOR.~~

**22. MISCELLANEOUS PROVISIONS.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

J. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

K. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

# Attachment CB—Exhibit 1

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

**LEMON GROVE SANITATION DISTRICT**

By: \_\_\_\_\_  
Lydia Romero  
\_\_\_\_\_  
District Manager  
(Title)  
\_\_\_\_\_  
(Date)

**MICHAEL BAKER INTERNATIONAL**

*(Corporation – signatures of two corporate officers)  
(Partnership – one signature)  
(Sole proprietorship – one signature)*

By: \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)  
\_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
James Lough  
\_\_\_\_\_  
District Attorney  
(Title)  
\_\_\_\_\_  
(Date)

By: \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

## Exhibit 'A'

2018/2019 Sewer Replacement and  
Maintenance Project

Contract No. 2018-15

### SCOPE OF WORK

If selected by the Lemon Grove Sanitation District (District), the Consultant shall at minimum perform the following tasks, defined further in the Detailed Scope of Work later in the text.

- Task 1.0 – Project Coordination
- Task 2.0 – Area Research and Field Surveying
- Task 3.0 – Environmental Analysis/Documentation/Permitting and Conceptual Engineering Design Concepts
- Task 4.0 – 60%, 90%, 100% PS&E
- Task 5.0 – Construction Bidding Phase
- Task 6.0 – Construction Phase
- Task 7.0 – Project Close-out

### DETAILED SCOPE OF WORK

The scope of work for the 2018/2019 Sewer Replacement and Maintenance Project will be divided into seven (7) tasks outlined as follows:

#### Task 1.0 Project Coordination

- 1.1 Attend a project "kick-off" meeting with the District staff to confirm the scope of work.
- 1.2 Provide the necessary project coordination, project administration, and project accounting duties to support the project tasks.
- 1.3 Prepare a Project Schedule by way of Gantt Chart. Provide an estimated completion of the project and include milestones.
- 1.4 Provide coordination in the development of design and construction schedules, plans, specifications, cost estimates, and bid documents with the Lemon Grove Sanitation District and attend up to one (1) kick-off meeting, (1) preliminary meeting, two (2) meetings to discuss environmental aspects and engineering conceptual design of the project, two (2) meetings with District staff and sub-consultants after 60% plan submittal, and one (1) close out meetings with District staff in order to complete the project.
- 1.5 Coordinate project design with San Diego Gas & Electric Company (SDG&E), AT&T, Cox Communications, Helix Water District (HWD), and other appropriate jurisdictions and/or agencies for preliminary approval and approvals of final construction documents.
- 1.6 Preparing and deliver necessary submittals and addressing submittal review comments, attending and preparing meeting minutes for meetings attended.
- 1.7 Participate in two (2) site walk-throughs with District staff, property owners, public utilities, environmental agencies, and/or representatives.

#### Task 2.0 Area Research and Field Surveying

- 2.1 Establish survey control, locate existing benchmarks, determine the limits of the existing public right-of-way, property lines and sewer easements within the project limits for design purposes. Set benchmarks as required to establish horizontal and vertical controls within the project limits. Construction staking will not be included as part of this project.
- 2.2 Prepare existing ground topography and design field surveys to locate facilities that will be impacted by the project.
- 2.3 Prepare base map and conceptual exhibit on a 'D' size sheet showing existing topography and right-of-way impacts within the project limits.
- 2.4 Establish environmental and jurisdictional boundaries and determine required permitting, necessary studies, and requirements to perform work within said boundaries.

2018/2019 Sewer Replacement and  
Maintenance Project

Contract No. 2018-15

- 2.5 Work with City staff and prepare easement plats and legal description exhibits of affected properties for future maintenance and access purposes. City will provide Title Reports.
- 2.6 File Record of Survey with County Surveyor's Office where property lines have not been established on recorded maps. Effort does not include filing and recording fees.

#### **Task 3.0 Environmental Analysis/Documentation/Permitting and Conceptual Engineering Design Concepts**

- 3.1 Perform geotechnical site investigation and provide the City with a Geotechnical Report which includes the following:
  - 3.1.1 Site geology, surface and subsurface soil classifications and conditions
  - 3.1.2 Recommendations for trenching and shoring
  - 3.1.3 Presence of groundwater or lack thereof
  - 3.1.4 Recommendations for bedding, trench backfill, and compaction efforts (lifts, relative compaction, inspection, etc.)
  - 3.1.5 Recommendations for excavating in environmentally sensitive areas
- 3.2 Provide for the District the following studies and reports detailing recommendations for the construction and design phases of this project:
  - 3.2.1 Geotechnical Report
  - 3.2.2 Environmental Impact Assessment
  - 3.2.3 Hydrology Study –Calculations anticipate approximately four basins, with normal depth channel and culvert sizing calculations for road crossings, plus a qualitative fluvial geomorphology discussion.
  - 3.2.4 Determination of whether a Water Pollution Control Plan (WPCP) is sufficient or if a Storm Water Pollution Prevention Plan (SWPPP) is required.
  - 3.2.5 Revegetation plan Biological Surveys
- 3.3 Provide the District with environmental and engineering recommendations for the process of replacing the sewer pipes.
- 3.4 Determine the viability and alternatives of removing the sewer pipes out of the earthen channel.
- 3.5 Conceptual Engineering Design
  - 3.5.1 Prepare 30% conceptual engineering exhibits showing sewer relocation or rehabilitation alternatives
  - 3.5.2 Prepare preliminary Engineer's Cost Estimates
- 3.6 Prepare a Draft Mitigated Negative Declaration (MND) for District and public review. Address all comments and issue Final MND.
  - 3.6.1 Draft for City review and revisions to the MND
  - 3.6.2 Issue MND for public review
  - 3.6.3 Address responses to comments from public review
  - 3.6.4 Final MND preparation
- 3.7 Obtain permits from the necessary agencies if necessary which may include but are not limited to:
  - 3.7.1 401, San Diego Regional Water Quality Control Board
  - 3.7.2 402, Army Corps of Engineers
  - 3.7.3 Streambed Alteration Agreement, California Department of Fish and Wildlife
- 3.8 Any additional environmental items deemed necessary to permit and construct the project

#### **Task 4.0 60%, 90%, 100% PS&E**

- 4.1 Prepare and process with the District Engineering Plans, Specifications and Estimates for review at the 60%, 90% and 100% plan stage. The construction documents shall be based on the exhibit, walk-throughs, and discussions with District staff, private landowners, utility agencies, and jurisdictional authorities. The construction documents shall be sufficiently

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2018/2019 Sewer Replacement and  
Maintenance Project

Contract No. 2018-15

developed to provide enough information as to the extent and detail of the proposed improvements to be processed through the District. The construction document shall contain all elements necessary to be bid through public process using the latest applicable standards and implemented by the contractor. The construction drawings shall be at 1-inch equal to 20-feet (1" = 20') on 'D' size sheets. Included will be processing and addressing comments and corrections issued by District staff.

4.2 Construction documents shall include, but not limited to:

- 4.2.1 Demolition/abandonment plans for the existing sewer alignment.
- 4.2.2 Improvement Plans showing sewer pipeline removal and replacement, grading and improvements for the proposed access roads
- 4.2.3 Erosion Control Plans and Project SWPPP
- 4.2.4 Project Specifications
- 4.2.5 Prepare up to eight (8) sewer easement documents (plats and legal descriptions) for the relocated sewer line. City to provide Title Reports.
- 4.2.6 Retaining wall plans to be designed per standard drawings for structural design.
- 4.3 Meet with District staff when necessary to discuss comments or areas of concern.
- 4.4 Submit cost estimates for each respective submittal to the District.
- 4.5 Submit construction documents to other agencies as necessary for review and approvals.
- 4.6 Address comments that may arise from the District and utility agencies or other jurisdictions.

**Task 5.0 Construction Bidding Phase**

- 5.1 Attend one (1) pre-bid and one (1) pre-construction meeting.
- 5.2 Prepare contract addenda(um) as necessary to assure the contract plans and specifications cover any issues raised during the pre-bid meeting.

**Task 6.0 Construction Phase**

- 6.1 Respond to Requests for Information (RFI's) by District Staff either by site visit or other means of communication deemed acceptable by the District.
- 6.2 Perform up to three (3) periodic site visits to monitor the progress of construction and to resolve conflicts.
- 6.3 Attend meetings in the field to resolve design/construction inspection issues.
- 6.4 Assist District staff in reviewing, processing, and approving of Change Orders.

**Task 7.0 Project Close-Out**

- 7.1 Prepare as-built drawings based upon the Contractor's red line drawings. Modify the original District mylars to represent the as-built condition.
- 7.2 Prepare final construction project completion documentation as necessary for third party agencies.

**Task 8.0 Miscellaneous**

- 8.1 Miscellaneous services as may be requested and authorized by City staff.

**Assumptions and Exclusions**

- Work not specifically identified is generally excluded.
- The fee for this scope of work is based upon an assumption that adequate and accessible boundary monumentation exists from the record maps in the immediate project vicinity to control this boundary survey. If it is determined that adequate and accessible boundary monumentation does not exist then a contract amendment will be required.

2018/2019 Sewer Replacement and  
Maintenance Project

Contract No. 2018-15

- Owner shall provide a recent title report and all supporting documents including vesting deeds and all exception item documents for the site.
- Owner is responsible for all filing and recording fees for the Record of Survey. Estimated at \$600-700 depending on number of sheets.
- The schedule is developed based on successful negotiation with property owners based on our past experience. If condemnation becomes necessary, additional time will be needed in the schedule. Support for easements is limited to plats and legals for use by the City.
- Bid and construction support services are limited to the limit of effort included for these items, since they are controlled by the contractor, site conditions, and other factors outside of MBI control.

**Lemon Grove Sanitation District  
2018/2019 Sewer Replacement and Maintenance Project Fees**

Page 1

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**Lemon Grove Sanitation District  
2018/2019 Sewer Replacement and Maintenance Project Fees**

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MICHAEL BAKER LABOR				Design				Survey				Environmental				Admin		Sub Consultants			
Michael Baker INTERNATIONAL				PD	PL	PL	3D CAD/EST	CAD Tech	Stationing	Mapping (sq ft)	Survey Party (sq mi)	Geologic / Natural Resource Evaluation	Staff Station	GIS Specialist	Address	Geo SCIT	Joint Mapping Specialist	Refining	Mapping	Stationing	
Task Subtotal				\$250	\$250	\$150	\$120	\$100	\$180	\$120	\$300	\$100	\$140	\$100	\$75	1.5	1.5	40	100%	\$2000	
11.4 Construction Cost Estimate				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
11.5 Cost Reserve				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
11.6 Admin. Subcontractor Costs				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Estimated Hours (Laborer X)				1400	131000	171200	10000	15000	81000	50	50	50	50	50	50	50	50	50	50	\$20,000	
Laborer X																				\$20,000	
TOTAL THROUGH FINAL DESIGN																				\$20,000	
Task 13.3 Contracting Bidding Phase (E&M)																					
13.3.1 Marketing & Prep				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
13.3.2 Contract Administration				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Estimated Hours (Laborer X)				50	50	10,000	50	50	50	50	50	50	50	50	50	50	50	50	50	\$5,000	
Laborer X																				\$5,000	
Task 13.5 Contracting Phase (E&M)																					
13.5.1 Bidding				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
13.5.2 Bid Open / Award				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
13.5.3 Field Meetings				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
13.5.4 Change Orders				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Estimated Hours (Laborer X)				\$5	\$100	\$1,100	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	
Laborer X																					
Task 19 Project Close Out																					
19.1 Mobilize				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
19.2 Final Pay Completion Document				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Estimated Hours (Laborer X)				\$5	\$100	\$100	\$140	\$1,800	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	
Laborer X																					
Total Hours by Classification				0	110	40	110	240	24	110	11	110	140	140	140	140	140	140	140	140	140
Total \$ by Classification				\$0	\$100	\$40	\$1,100	\$1,800	\$40	\$100	\$11	\$100	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$140
Percentage of Total Allowed by Source for the value				0%	10%	4%	10%	10%	1%	10%	1%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
Task 19.9 Miscellaneous																					
19.9.1 Miscellaneous Services																				\$10,000	
																REPRODUCTION AND OTHER DIRECT COSTS (CDC)		\$10,000			
																GRAND TOTAL		\$20,000			